

**VOLUNTARY CLEANUP CONTRACT  
14-6312-NRP**

**IN THE MATTER OF  
ASHLEY HEIGHTS SITE, CHARLESTON COUNTY  
and  
SUNOCO, INC. (R&M)**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Sunoco, Inc. (R&M) with respect to the Property located at 7408 Rock Street, North Charleston, South Carolina. The Property includes approximately 0.3 acres identified by Tax Map Serial Numbers 484-14-00-045. In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of November 13, 2014, and any amendments thereto, by Sunoco, Inc. (R&M), which is incorporated into this Contract and attached as Appendix A.

**AUTHORITY**

This Contract is entered into pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. § 44-56-710 et seq. (as amended); the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-10, et seq. (as amended), the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq., the S.C. State Underground Petroleum Environmental Response Bank Act, S. C. Code Ann. § 44-2-10, et seq. (as amended), and the South Carolina Pollution Control Act, § 48-1-10 et seq.

**DEFINITIONS**

1. Unless otherwise expressly provided in this Contract, terms used herein shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §44-56-710 et seq. (as amended), and if not set forth therein, shall have the meaning assigned to them pursuant to the South Carolina Hazardous Waste Management Act, S.C. Code Ann. § 44-56-10, et seq. (as

amended), the S.C. Pollution Control Act, S.C. Code Ann. § 48-1-10, et seq. (as amended), the S.C. State Underground Petroleum Environmental Response Bank Act, S.C. Code Ann. § 44-2-10, et seq. (as amended) or the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq.

- A. "Sunoco (R&M)" means Sunoco, Inc. (R&M).
- B. "Beneficiaries" means Sunoco (R&M)'s Non-Responsible Party lenders, signatories, parents, subsidiaries, and successors, including new purchasers, lessees, and other parties acquiring an interest in any portion of the Property, but only to the extent that such parties have never been a Responsible Party at the Site.
- C. "Contamination" means the presence of a contaminant, pollutant, hazardous substance, petroleum, or petroleum product.
- D. "Contract" means this Voluntary Cleanup Contract.
- E. "Department" means the South Carolina Department of Health and Environmental Control, or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- F. "Existing Contamination" shall mean any Contamination present on, or under, the Site as of the execution date of this Contract.
- G. "Property" means the real property as described in the Non Responsible Party Application for Voluntary Cleanup Contract attached as Appendix A, and that is subject to the ownership, prospective ownership, or possessory or contractual interest of Sunoco (R&M) or its Beneficiaries.

- H. "Segregated Sources" means drums, tanks, or similar discrete containers that potentially hold substances that may cause Contamination upon release to the environment.
- I. "Site" means all areas where a contaminant, petroleum, or petroleum product has been released, deposited, stored, disposed of, or placed or otherwise comes to be located; "site" does not include any consumer product in consumer use or any vessel.
- J. "Waste Materials" means any Contamination-causing solid, semi-solid, or liquid material discarded, buried, or otherwise present on the Property, and may include sludge, slag, or solid waste materials such as empty containers and demolition debris or materials containing asbestos, lead-based paint, or petroleum or other contaminants.

## FINDINGS

2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

- A. Owners and Operators: The owners and operators of the Property include the following:

LRP1, LLC	December 2007 - Present
Timothy R. Dorst and Karina A. Dorst	August 2007
Albert Mueller and Maria America Mueller	June 2005
Edwardo Lucas	May 1997
Secretary of Veterans Affairs	November 1996
Kathleen F. Cragg and Robert E. Cragg	March 1986
Ray Raymond Lee	June 1970

Wayne Lawrence Crispen

October 1965

J. E. Power and Thomas L. Ilderton

May 1965

Property and Surrounding Areas: The Property is located in the Ashley Heights subdivision and is approximately 200 feet north of the intersection of Ashley Phosphate Road and Rock Street. The area is a mix of commercial and residential development. The Property is bounded generally by Rock Street to the west and by residential property to the north and east. A towing company is located on the property to the south with Ashley Phosphate Road beyond. Further west there is a U Store-It public storage center; to the south across Ashley Phosphate Road is a shopping center that includes a gasoline retail station and a Maytag Laundry. Prior to August 2012, the Property was a residential dwelling. A fire incident damaged the dwelling and the Property has remained vacant since that time.

**B. Investigations / Reports:**

Sunoco (R&M) submitted a Phase I Environmental Site Assessment, dated November 3, 2014, prepared by EnviroTrac Ltd. in support of its Application. Three subsurface soil samples and three groundwater samples were collected from the Property for laboratory analysis of various parameters to include gasoline, diesel, pesticides, PCBs, metals, volatile and semi-volatile organic compounds. Not all points were analyzed for all constituents. The soil samples were collected from depths of 4 feet below land surface; therefore, these samples are considered subsurface samples and not representative of soil quality on the Property to evaluate risk associated with direct contact. No recognized environmental conditions (RECs) were identified on the Property.

According to the Phase I, the Classic Cleaners, formerly Lenz Drycleaning, is within 1/8 mile of the Property. Groundwater at the Cleaners has been impacted by tetrachloroethylene (PCE). The direction of groundwater flow is reportedly

eastward. There is potential for the Property to be impacted from this documented offsite source.

C. Applicant Identification: Sunoco (R&M) is a corporation and is a Pennsylvania wholly owned subsidiary of Energy Transfer Partners with its principal place of business located at 10 Industrial Highway, Building G, Lester, Pennsylvania 19029. Sunoco (R&M) affirms that it has the financial resources to conduct the response action pursuant to this Contract.

D. Proposed Redevelopment: Sunoco (R&M) will acquire the Property and intends to develop this Property, along with adjacent parcels, as a convenience store with fuel offering under an overhead canopy.

#### BONA FIDE PROSPECTIVE PURCHASER STATUS

3. Sunoco (R&M) certifies that it is not a current owner of the Property, or parent, successor or subsidiary of a current or past owner of the Property; is not a Responsible Party for the site, or a parent, successor or subsidiary of a Responsible Party for the site; and has not had any involvement with the Property in the past other than activities performed in anticipation of acquisition and participation in the Voluntary Cleanup Program. Sunoco (R&M) also certifies that it is eligible to be a Bona Fide Prospective Purchaser for the Property.

#### RESPONSE ACTION

4. Sunoco (R&M) agrees to conduct the response actions specified in the subparagraphs below. An initial Work Plan shall be submitted by Sunoco (R&M), or its designee, within thirty (30) days after the date of execution of this Contract by the Department, or such earlier or later date if approved by the Department's project manager. A Report of the assessment results shall be submitted by Sunoco (R&M), or its designee in accordance with the schedule provided in the initial Work Plan. Sunoco (R&M) acknowledges that the assessment may find distributions of

Existing Contamination requiring additional assessment and/or corrective action on the Property that cannot be anticipated with this Contract. Sunoco (R&M) agrees to perform the additional assessment and/or corrective action consistent with the intended uses of the Property under the purview of this Contract; however, Sunoco (R&M) may seek an amendment of this Contract to clarify its further responsibilities. Sunoco (R&M) shall perform all actions required by this Contract, and any related actions of Sunoco (R&M)'s choosing not expressly required by this Contract, pursuant to Work Plans and/or Addenda approved by the Department.

A. Work Plan Logistics:

- 1). The Work Plan(s) shall set forth a schedule and methods for assessment and corrective action activities detailed herein.
- 2). The Work Plan(s) shall be submitted to the Department in the form of one hard copy and one electronic copy of the entire Work Plan on a compact disk (in .pdf format).
- 3). All activities undertaken pursuant to this Contract shall be consistent with S.C. statutes, regulations, and permitting requirements (e.g., stormwater management and waste disposal regulations). Sunoco (R&M) shall identify and obtain the applicable permits before beginning any action.
- 4). The Work Plan(s) shall be in accordance with accepted industry standards and shall be signed and sealed by a Professional Engineer or Professional Geologist duly-licensed in South Carolina.
- 5). The Work Plan(s) shall provide detailed information about the proposed sampling points, collection methods, analytical methods, quality assurance procedures, and other pertinent details of the assessment and/or corrective measures activities consistent with the following:
  - a). Sample collection methodologies shall be consistent with the US EPA Region IV Field Branches Quality System and Technical Procedures.
  - b). All monitoring wells and groundwater sampling points shall be constructed in accordance with 25 S.C. Code Ann. Regs. R.61-71, the South Carolina

Well Standards. The Work Plan shall provide sufficient detail to support issuance of the well approvals by the Department.

- c). The laboratory analyses for samples taken pursuant to the Work Plan are specified in the media-specific sub-paragraphs below, but may include any of the following:
  - d). All analytical methods shall use appropriate detection levels to allow comparison to the media-specific screening criteria listed in the "EPA Regional Screening Levels for Chemical Contaminants at Superfund Sites" in effect at the time of sampling. The applicable Protection of Groundwater SSL for soil samples shall be the "MCL-Based SSL", if listed. If the applicable screening criteria are lower than achievable detection levels, the analytical method shall use the lowest achievable detection levels.
    - i. the full EPA Target Analyte List (TAL);
      - i). EPA Target Analyte List excluding cyanide (TAL-Metals);
    - ii. the full EPA Target Compound List (TCL);
      - i). EPA Target Compound List Volatile Organic Compounds (TCL-VOCs);
      - ii). EPA Target Compound List Semi-Volatile Organic Compounds (TCL-SVOCs);
      - iii). EPA Target Compound List Pesticides (TCL-Pesticides);
      - iv). EPA Target Compound List Polychlorinated Biphenyls (TCL-PCBs).
- 6). The Work Plan shall include the names, addresses, and telephone numbers of Sunoco (R&M)'s consulting firm(s), analytical laboratories, and Sunoco (R&M)'s contact person for matters relating to this Contract and the Work Plan.

- a). The analytical laboratory shall possess applicable Certification defined in 25A S.C. Code Regs. R.61-81, for the test methods specified in the Work Plan.
  - b). Sunoco (R&M) shall notify the Department in writing of any changes concerning the consulting firm(s), contact person(s), or laboratory identified in the Work Plan.
- 7). The Department will notify Sunoco (R&M) in writing of approvals or deficiencies in the Work Plan.
  - 8). Sunoco (R&M), or its designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.
  - 9). Sunoco (R&M) shall begin implementation of the Work Plan as soon as reasonably possible after receipt of written approval of the Work Plan by the Department.
  - 10). Sunoco (R&M) shall inform the Department at least five (5) working days in advance of all field activities conducted pursuant to the Work Plan, and shall allow the Department, or its authorized representatives, to take duplicates of any samples if desired.
  - 11). Sunoco (R&M) shall preserve items on the Property that may: 1) provide evidence of a Potentially Responsible Party's involvement at the Site; 2) lead to the discovery of other areas of Contamination at the Site; or 3) contain environmental information related to the Site. Such items may include drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site. Sunoco (R&M) shall notify the Department of the location of any such items, and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense prior to destruction of said items.

**B. Report Logistics**

- 1). Report(s) shall be prepared in accordance with accepted industry standards and shall be certified by signature and seal of a Professional Engineer or Professional Geologist duly licensed in South Carolina.
- 2). The Report(s) of assessment and/or corrective measures activities shall include a discussion of investigation methods and any deviations from the Department approved Work Plan. The Report shall also include tables and figures to summarize all data, a surveyed map documenting sampling locations, documentation of field observations including well core logs, sample descriptions, field screening results, and all laboratory analytical data.
- 3). All Report(s) shall be submitted to the Department in the form of one hardcopy and one electronic copy of the entire Report on a compact disk (in .pdf format).

**C. Assess Waste Materials and Segregated Sources:**

- 1). Sunoco (R&M) shall characterize for disposal any Waste Material and Segregated Sources that may be discovered on the Property at any time during assessment, corrective action, or development activities in accordance with applicable regulations..
- 2). Upon discovery of any Segregated Source that has not yet released all contents to the environment, Sunoco (R&M) shall expeditiously stabilize or remove the Segregated Source from the Property
- 3). Sunoco (R&M) shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization or removal actions. Sunoco (R&M) shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

D. Conduct a well survey:

- 1). Sunoco (R&M) shall map all public and private wells used for drinking water supply within a one-half mile radius of the Property, and wells used for irrigation or other non-drinking water use within a one-quarter mile radius.
- 2). Sunoco (R&M) shall report sufficient information to the Department to allow the Department to secure permission to sample the wells. At a minimum, this information shall include the: 1) Location of the well; 2) Identity and mailing address of the well owner; and, 3) Telephone number, if publicly available or otherwise known to Sunoco (R&M), of the well owner or occupant of the residence served by the well.

E. Assess soil quality across the Property:

- 1). Sunoco (R&M) shall collect and analyze soil samples from the Property in accordance with a Department approved Work Plan.
- 2). Soil quality results shall be compared to the Residential and Industrial Screening Levels and to the applicable Protection of Groundwater SSL.

F. Assess groundwater quality:

- 1). Sunoco (R&M) shall assess groundwater quality and determine the direction of groundwater across the Property in accordance with a Department approved Work Plan.
- 2). Samples from all groundwater monitoring wells shall be analyzed for TAL-Metals, VOCs and SVOCs. In addition, one downgradient well pairs shall have both samples analyzed for the full TAL/TCL.
- 3). Groundwater quality results shall be compared to the primary maximum contaminant level (MCL) standards in the South Carolina State Primary Drinking Water Regulations, R.61-58, or, if not specified in R.61-58, to the Regional Screening Tables values for "Tapwater."

G. Evaluate and control potential impacts to indoor air:

- 1). Sunoco (R&M) shall evaluate potential impacts to indoor air if the Department determines significant concentrations of volatile organic compounds are present in the subsurface. The Department will use a modified Johnson and Ettinger Model to determine "Significant concentrations" based on representative soil and/or groundwater quality results reflective of the Property. The model will be constrained towards predicting commercial exposures consistent with the building construction proposed to be used on the Property.
- 2). Sunoco (R&M)'s evaluation shall, unless otherwise agreed to by the Department, consist of the collection and analysis of a representative number of soil gas samples from the proposed footprint of buildings to be constructed on the Property over areas potentially subject to Vapor Intrusion. Soil gas samples shall be analyzed for all site related volatile compounds by appropriate methods capable of detecting soil gas concentrations at screening levels indicative of a  $10^{-6}$  risk for shallow gas samples (using an depth-appropriate attenuation factor). The applicable screening concentrations shall be based upon the EPA OSWER "Draft Guidance for Evaluating the Vapor Intrusion to Indoor Air Pathway from Groundwater and Soils" or supplemental EPA guidance.
- 3). The Department may allow Sunoco (R&M) to implement vapor intrusion control measures in lieu of the above evaluation, or use alternative evaluation methods that, in the Department's sole discretion, offer a similar degree of data usability.
- 4). Sunoco (R&M) shall submit an addendum to the Work Plan detailing the steps for further study and/or remedial or other control management measures to be implemented if the predicted indoor air concentration exceeds a  $10^{-6}$  risk calculated for occupational exposure (40 hrs/wk, 50 wk/yr, 25 yrs). The Department shall give reasonable consideration of data

or other demonstration that shows unacceptable exposures inside the building do not result from the subsurface conditions.

H. Institute reasonable Contamination control measures:

- 1). Sunoco (R&M) shall stabilize or remove from the Property any Segregated Sources of Contamination that have not yet released all contents to the environment.
  - a). The contents of the Segregated Sources shall be properly reused or disposed of in accordance with regulations.
  - b). Sunoco (R&M) shall document the characterization results and ultimate disposition of the materials to the Department within sixty (60) days of removal of any material from the Property.
- 2). Sunoco (R&M) shall take reasonable measures to limit or prevent human exposure to Existing Contamination on the Property.
  - a). Corrective measures shall be required for Waste Materials and Contamination present in any media on the Property with concentrations in excess of appropriate human-health risk-based exposure standards with plausibly complete routes of exposure.
  - b). The corrective measures shall be proposed in a Corrective Measures Plan to be approved by the Department prior to implementation, and shall be consistent with the intended future use of the Property. Corrective measures may include removal, encapsulation, barriers, or other methods reasonably expected to limit human exposures to the Contamination.
  - c). Sunoco (R&M) may request Department approval to conduct a site-specific risk assessment to determine levels of Contamination that are acceptable for the intended use of the Property. The risk assessment shall be conducted in accordance with EPA Risk Assessment Guidance for Superfund. Prior to conducting the risk assessment, Sunoco (R&M) shall submit for Department approval, an overview of risk assessment

assumptions including identification of contaminant exposure routes, the type and duration of possible exposures, the magnitude of exposure, and any data gaps that need to be addressed to complete the risk assessment.

- d). Upon completion of any corrective measures, Sunoco (R&M) shall provide a Corrective Measures Report to document satisfactory completion of the corrective measures for Department review and approval prior to obtaining a Certificate of Completion.
- e). In the event that corrective measures include engineering controls that must be maintained or monitored during future use of the Property, a Site Management Plan may be required by the Department. If required, the Site Management Plan shall identify procedures for management of contaminated media that may be encountered as a result of any disturbance of the engineering controls, and for repair or replacement of the engineering controls.

I. Monitor and/or abandon the monitoring wells:

- 1). Sunoco (R&M) shall implement a groundwater-monitoring program if required by the Department. Continued monitoring requirements will be based on the Department's determination of potential adverse effects on nearby receptors, i.e., individuals that are presently or potentially exposed to Contamination.
- 2). The Department will determine the frequency and duration of the monitoring program on a case-specific basis.
- 3). Sunoco (R&M) shall abandon the monitoring well(s) when the Department determines there are no further needs for wells. The wells shall be abandoned in accordance with R.61-71 of the South Carolina Well Standards.

## HEALTH AND SAFETY PLAN

5. Sunoco (R&M) shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan shall be submitted to the Department in the form of one electronic copy on compact disk (in .pdf format). Sunoco (R&M) agrees that the Health and Safety plan is submitted to the Department only for informational purposes. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by Sunoco (R&M).

## PUBLIC PARTICIPATION

6. Sunoco (R&M) and the Department will encourage public participation to implement this Contract as follows:
  - A. The Department will provide notice, seek public comment, and initiate a thirty-day claim contribution notification period in accordance with established procedures consistent with S.C. Code Ann. §44-56-750 upon signature of this Contract by Sunoco (R&M).
  - B. Sunoco (R&M) shall erect a sign at major entrances onto the Property or other locations routinely accessible by the public. The sign(s) shall be erected no later than one day after the Department's public announcement about the Contract in a newspaper of general circulation in the community.
    - 1). The sign will state "Voluntary Cleanup Project by [Legal Name of Company] under Voluntary Cleanup Contract 14-6312-NRP with the South Carolina Department of Health and Environmental Control." The sign shall provide a brief description of the scope of activities under the Contract, and contact information, including telephone number and address, for a representative of Sunoco (R&M). Contact information for the Department shall state "TOLL-FREE TELEPHONE: 1-866-576-3432".

- 2). All sign lettering must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the Property without intruding onto the Property.
- 3). Sunoco (R&M) shall submit photographs of the sign(s) and a Property drawing showing the location(s) of the signs. The photographs shall be submitted to the Department within 10 days of erecting the sign.
- 4). Sunoco (R&M) agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
- 5). Sunoco (R&M) shall maintain the sign(s) in legible condition and at visible locations throughout the duration of the Contract period until a Certificate of Completion is issued on the Property.
- 6). The sign(s) may be removed to accommodate building or grading activities; however, Sunoco (R&M) shall restore the sign within two (2) days to its original location, or other publicly accessible location upon notice to the Department.

#### PROGRESS UPDATES

7. Sunoco (R&M) shall submit periodic written updates to the Department's project manager until such time as all activities related to the Property are complete pursuant to this Contract. The first update shall be due within sixty (60) days of Work Plan approval and semi-annually thereafter.
  - A. The updates may be in summary letter format, but should include information about:
    - 1). The actions taken under this Contract during the previous reporting period;
    - 2). Actions scheduled to be taken in the next reporting period;
    - 3). Sampling, test results, and any other data in summary form, generated during the previous reporting period regardless of whether the data was collected pursuant to this Contract; and,

- 4). A description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

B. The Department's project manager may allow an extended schedule between updates based on case specific conditions.

#### SCHEDULE

8. Sunoco (R&M) shall perform all activities and response actions pursuant to this Contract in an expeditious manner. In the event that circumstances cause a delay in implementation of the response actions, the Department may require implementation of interim measures to stabilize Contamination or prevent unacceptable exposures. Sunoco (R&M) shall implement the interim measures in accordance with a Department-approved plan.

#### DECLARATION OF COVENANTS AND RESTRICTIONS

9. Sunoco (R&M) or its Beneficiaries shall enter, and record, a Declaration of Covenants and Restrictions (Declaration) for the Property to restrict the use of the Property from residential, recreational, agricultural, child day care, and adult day care use. Additional restrictions may be required based on the response actions completed under this Contract. The recorded Declaration shall be incorporated into this Contract as an Appendix and shall be implemented as follows:

- A. The Department shall prepare and sign the Declaration prior to providing it to Sunoco (R&M). An authorized representative of Sunoco (R&M) or its Beneficiaries shall sign the Declaration within ten (10) days of receipt. All signatures shall be witnessed, and signed and sealed by a notary public.
- B. Sunoco (R&M) or its Beneficiaries shall record the executed Declaration with the Registrar of Deeds or Mesne Conveyance for the county where the Property is located.

- C. Sunoco (R&M) or its Beneficiaries shall provide a copy of the recorded Declaration to the Department within sixty (60) days of the Department's execution. The copy shall show the date and Book and Page number where the Declaration has been recorded.
- D. The Declaration shall be noted on the master deed of any planned development for the Property and noted, or referenced thereafter, on each individual deed of property subdivided from the Property and subject to the Declaration.
- E. The Declaration shall reserve a right of entry and inspection for Sunoco (R&M) or its Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.
- 1). Sunoco (R&M) or its Beneficiaries shall ensure that the restrictions established by the Declaration remain on any subdivided property.
  - 2). Sunoco (R&M) or its Beneficiaries shall create a procedure to provide a single point of contact responsible for documenting current land use and compliance with the Declaration regardless of the Property's ownership status. The procedure shall be reviewed and approved by the Department before it is implemented.
- F. The Declaration shall provide that the Department has an irrevocable right of access to the Property after Sunoco (R&M) acquires the Property, and such right of access shall remain until remediation is accomplished for unrestricted use and monitoring is no longer required. Such access shall extend to the Department's authorized representatives and all persons performing response actions on the Property under the Department's oversight.
- G. Sunoco (R&M) or its Beneficiaries, or the individual or entity responsible for compliance monitoring, shall annually document the Property's land use and

compliance with the Declaration to the Department. The report shall be submitted by May 31<sup>st</sup> in a manner and form prescribed by the Department.

H. The Department may amend the Declaration in response to changes in law, completion of remedial actions meeting the applicable standards in effect at the time, or if other circumstances of the Property change; however, said amendment shall not be applied retroactively unless expressly provided for in the legislation. An amendment may strengthen, relax, or remove restrictions based on the Regional Screening Tables in effect at that time; however, the Department shall not impose a more restrictive condition based solely on changes in the Regional Screening Tables. An amendment to the Declaration shall be duly executed and recorded using procedures similar to those detailed above.

#### NOTIFICATION

10. All notices required to be given by either party to the other shall be in writing. Each party shall have a continuing obligation to identify a contact person, whose name, address, and telephone number must be updated to the other party, throughout the term of the Contract. Notices by electronic mail or facsimile shall be acceptable if acknowledged in writing by the recipient; with the delivery date being the date of acknowledgment or earlier date if stated in the acknowledgment. All other forms of notice shall be deemed sufficiently given if delivered at the address shown below, or at such place or to such agent as the parties may from time to time designate in writing, by: 1) regular U.S. Mail by which notice shall be deemed to occur seven (7) days after the postmark date; 2) Certified or Registered Mail by which notice shall be deemed to occur on the date received as shown on the receipt; 3) Commercial delivery service company by which notice shall be deemed to occur on the date received as shown on the receipt; or, 4) hand delivery to the other party.

A. All correspondence, notices, work plans, and reports shall be submitted to:

Jo Cherie Overcash, Project Manager  
Bureau of Land and Waste Management  
2600 Bull Street  
Columbia, South Carolina 29201

B. All correspondence and notices to Sunoco (R&M) shall be submitted to Sunoco (R&M)'s designated contact person who as of the effective date of this Contract shall be:

Anthony M. Williams, Real Estate Manager  
Sunoco, Inc. (R&M)  
10 Industrial Highway, Building G  
Lester, Pennsylvania 19029

#### FINANCIAL REIMBURSEMENT

11. Sunoco (R&M) or its Beneficiaries shall reimburse the Department for its public participation costs and for oversight costs of activities specific to this Contract as provided by S.C. Code Ann. §44-56-750 (D). The oversight costs shall include the direct and indirect costs incurred by the Department in implementing the Voluntary Cleanup Program as related to this Contract, and any future amendments thereto, and may include costs related to this Contract and incurred by the Department prior to execution of this Contract. Invoices for oversight costs will be sent to Sunoco (R&M) on a quarterly basis. All costs are payable within thirty (30) days of the Department's invoice submitted to:

Anthony M. Williams, Real Estate Manager  
Sunoco, Inc. (R&M)  
10 Industrial Highway, Building G  
Lester, Pennsylvania 19029

- A. Failure to submit timely payment for costs upon receipt of the Department's invoice is grounds for termination of the Contract pursuant to paragraph 16 herein.
- B. Payment for costs incurred by the Department pursuant to this Contract shall become immediately due upon termination of the Contract by any party pursuant to paragraph 16 herein.

#### ACCESS TO THE PROPERTY

- 12. Sunoco (R&M) agrees the Department has an irrevocable right of access to the Property for environmental response matters after Sunoco (R&M) acquires the Property. This right of access remains until such time as remediation is accomplished for unrestricted use and monitoring is no longer required, and shall extend to the Department's authorized representatives and all other persons performing response actions on the Property under the Department's oversight.

#### CERTIFICATE OF COMPLETION AND COVENANT NOT TO SUE

- 13. A Certificate of Completion shall be issued to Sunoco (R&M) or its Beneficiaries for the Property under this Contract as follows:
  - A. Sunoco (R&M) or its Beneficiaries shall request a Certificate of Completion pursuant to S.C. Code Ann. § 44-56-750(C)(1) after the response actions are completed and any required Declarations are recorded pursuant to this Contract. The request shall be in writing and shall report 1) the amount of soil that was removed or remediated on the Property; and 2) the cost of all environmental work conducted pursuant to this Contract.
  - B. Pursuant to S.C. Code Ann. § 44-56-750(C)(1) the Department shall issue the Certificate of Completion with its covenant not to sue upon determining that Sunoco (R&M) or its Beneficiaries has successfully and completely complied with

the Contract and the voluntary cleanup approved under S.C. Code Ann. § 44-56-710 through 760 (as amended).

C. The Department may issue a Provisional Certificate of Completion if the substantive response actions required under this Contract are complete and a required Declaration has been recorded but all actions under this Contract have not been completed due to Property-specific circumstances.

- 1). A Provisional Certificate of Completion will include specific performance standards that Sunoco (R&M) or its Beneficiaries shall continue to meet.
- 2). The Provisional Certificate of Completion may include the Department's covenant not to sue for Existing Contamination; however, said covenant shall be automatically revoked if Sunoco (R&M) or its Beneficiaries do not satisfactorily complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

#### ECONOMIC BENEFITS REPORTING

14. Sunoco (R&M) or its Beneficiaries shall report information to the Department that demonstrates that the activities pursuant to this Contract have been beneficial to the State and community. The report shall be submitted within two (2) years after the execution date of this Contract, and annually thereafter until two (2) years after redevelopment of the Property is complete. Sunoco (R&M) shall summarize the new operations at the Property, the number of jobs created, the amount of property taxes paid, and the total amount invested in the Property for property acquisition and capital improvements.

#### CONTRACT OBLIGATIONS AND PROTECTIONS INURE

15. The terms, conditions, obligations and protections of this Contract apply to and inure to the benefit of the Department, Sunoco (R&M), and its Beneficiaries as set forth below. The following stipulations apply to ensure the transition of all

obligations and protections to successive Beneficiaries for any portion of the Property:

A. Sunoco (R&M) or its Beneficiaries shall provide a copy of this Contract and applicable Appendices to any subsequent Beneficiary. Transmittal of the Contract copy may be via any commonly accepted mechanism.

B. If the Certificate of Completion has not been issued, Sunoco (R&M) or its Beneficiaries shall request approval from the Department prior to transferring the obligations and protections of this Contract to a new person or entity. The Department shall not unreasonably withhold its approval upon receipt of a Non-Responsible Party Application for Voluntary Cleanup Contract documenting that the new person or entity:

- 1). Is not a Responsible Party for the Site;
- 2). Has sufficient resources to complete the activities of this Contract;
- 3). Will not use the Property for activities that are inconsistent with the terms and conditions of this Contract,
- 4). Will assume the protections and all obligations of this Contract and,
- 5). Will, in the Department's sole discretion, provide a measurable benefit to the State and the community as a result of this transfer.

C. If the Certificate of Completion has been issued and the portion of the Property is subject to a Declaration or other ongoing obligation pursuant to this Contract, Sunoco (R&M) or its Beneficiaries shall provide written notification to the Department identifying the new individual or entity within thirty days after the effective date of the ownership change or other possessory transfer of the Property.

- 1). The notification shall include a signed statement from the new individual or entity that its use of the Property will remain consistent with the terms of the

Contract and the Declaration, and that it will assume the ongoing obligations and protections of this Contract.

- 2). This requirement is waived for an individual or entity acquiring a portion of the Property for individual residential or commercial use provided the Declaration is noted on the master deed for the planned development, and the Department has approved the procedure for a single point of contact responsible for documenting current land use and compliance with the Covenant.

#### CONTRACT TERMINATION

16. Sunoco (R&M), its Beneficiaries, and the Department each reserve the right to unilaterally terminate this Contract by giving thirty days advance written notice to the other party. Termination shall be subject to the following:

A. The Department may not terminate this Contract without cause and before termination, shall provide Sunoco (R&M) or its Beneficiaries an opportunity to correct the cause(s) for termination, which may include, but is not limited to, the following:

- 1). Failure to complete the terms and conditions of this Contract;
- 2). Change in Sunoco (R&M)'s or its Beneficiaries' business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract;
- 3). Failure to submit timely payment for costs upon receipt of the Department's invoice;
- 4). Failure of Sunoco (R&M) or its Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by Sunoco (R&M) or its Beneficiaries;
- 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;

- 6). Failure by Sunoco (R&M) or its Beneficiaries to obtain the applicable permits from the Department for the response actions or other activities undertaken at the Property pursuant to this Contract; or,
  - 7). Failure by Sunoco (R&M) or its Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of Sunoco (R&M)'s or its Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.
- B. Should Sunoco (R&M) or its Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused or contributed by Sunoco (R&M) or its Beneficiaries have been stabilized or mitigated such that the Property does not pose hazards to human health or the environment.
- C. Termination of this Contract by any party does not waive the Department's authority to require response action under any applicable state or federal law.
- D. Termination of this Contract by any party does not end the obligations of Sunoco (R&M) or its Beneficiaries to pay costs incurred by the Department pursuant to this Contract. Payment for such costs shall become immediately due.
- E. Upon termination, the protections provided under this Contract shall be null and void as to any party who participated in actions giving rise to termination of the Contract. Revocation of protections shall also apply to that party's lenders, parents, subsidiaries, and successors, including lessees, heirs, devisees, and other parties taking an interest in the Property through that party who participated in actions giving rise to termination of the contract. The protections will continue for any party who has received protections through a Certificate of Completion for

this Contract, and who did not participate in the actions giving rise to the termination.

#### ENTITLEMENT OF PROTECTIONS AND BENEFITS

17. Sunoco (R&M) and its Beneficiaries are entitled to the protections and benefits in regard to Existing Contamination provided by South Carolina statutes as follows:

A. Effective on the date this Contract is first executed by the Department:

- 1). Protection from contribution claims under CERCLA Section 113.42 U.S.C. § 9613 and § 44-56-200, et seq.
- 2). Protection from third-party claims as provided by S.C. Code Ann. § 44-56-750(H).
- 3). Eligibility to file annual application for Voluntary Cleanup Activity Tax Credits pursuant to S.C Code § 12-6-3550.

B. Effective on the date the Certificate of Completion is issued by the Department.

- 1). The Department's covenant not to sue Sunoco (R&M) and its Beneficiaries for Existing Contamination but not for any Contamination, releases and consequences caused or contributed by Sunoco (R&M) or its Beneficiaries.
- 2). Specific tax credits or additional benefits expressly contingent in South Carolina statutes on issuance of the Certificate of Completion.

C. These Protections and Benefits do not apply to any Contamination, releases, and consequences caused or contributed by Sunoco (R&M) or its Beneficiaries. The Department retains all rights under State and Federal laws to compel Sunoco (R&M) and its Beneficiaries to perform or pay for response activity for any Contamination, releases and consequences caused or contributed by Sunoco (R&M) or its Beneficiaries.

#### RESERVATION OF RIGHTS BY THE DEPARTMENT

18. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation other than Sunoco (R&M) and its Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than Sunoco (R&M) and its Beneficiaries, to perform or pay for response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

#### RESERVATION OF RIGHTS BY SUNOCO (R&M)

19. Sunoco (R&M) retains all rights to assert claims in law or equity against any person, company, or entity with respect to the Property, except as limited elsewhere by this Contract. Sunoco (R&M) and its Beneficiaries specifically deny responsibility for response costs or damages resulting from Existing Contamination except for Contamination, releases, and consequences they cause or contribute. However, Sunoco (R&M) and its Beneficiaries agree to undertake the requirements of this Contract.

#### BURDEN OF PROOF

20. Sunoco (R&M) and its Beneficiaries shall have the continuing obligation to demonstrate that any newly discovered Contamination is not caused or contributed by Sunoco (R&M) or its Beneficiaries. Sunoco (R&M) and its Beneficiaries shall make this demonstration to the Department's satisfaction in accordance with State or Federal Law applicable to such newly discovered Contamination. For purposes of this clause, newly discovered Contamination means finding types of Contamination not previously identified at the Property or substantially higher concentrations of Existing Contamination.

LIMITATION OF CLAIMS BY SUNOCO (R&M) AND ITS BENEFICIARIES

21. In consideration of the protections from the Department under this Contract, Sunoco (R&M) and its Beneficiaries agree not to assert any claims or causes of action against the Department or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Property pursuant to this Contract. This limitation shall not extend to any claims or causes of action resulting from the Department's intentional or negligent acts or omissions, or the Department's willful breach of this Contract.

**[Remainder of page left blank]**

SIGNATORS

22. The signatories below hereby represent that they are authorized to and do enter into this Contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH  
AND ENVIRONMENTAL CONTROL**

BY:

DATE:

\_\_\_\_\_  
Daphne G. Neel, Chief  
Bureau of Land and Waste  
Management

DATE:

\_\_\_\_\_  
Reviewed by Office of General Counsel

BY:

 **SUNOCO, INC. (R&M)**

DATE:

11.25.2014

\_\_\_\_\_  
Anthony M. Williams  
Real Estate Manager

# APPENDIX A

Sunoco (R&M)

Application for Non-Responsible Party Voluntary Cleanup Contract

November 13, 2014



## Non Responsible Party Application for Voluntary Cleanup Contract

### I. Applicant Information

1. Applicant is a: ☒ Single Entity ☐ Co-Entity (Each Co-Entity must complete items 1-8)  
2. Applicant Type: ☐ Private Individual /Sole Proprietorship ☒ For-profit Business (Corp., Partnership, etc.) ☐ Tax-Exempt Trust/ Corporation/ Organization ☐ Government / Other Public Funded Entity

3. Applicant's Legal Name Sunoco, Inc. (R&M)

#### 4. Contract Signatures for this Applicant

##### a. Authorized Signatory

Anthony M. Williams Real Estate Manager amwilliams@sunocoinc.com

Name Title Email

10 Industrial Highway, Building G 690-833-3788

Address Phone1 Phone2

Lester PA 19029

City State Zip

##### b. Other Signatories ☐ None

Name	Title	Phone	Email	Signature Required On Contract?
		( ) -		<input type="checkbox"/>
		( ) -		<input type="checkbox"/>
		( ) -		<input type="checkbox"/>

#### 5. Physical Location of Applicant's Headquarters

10 Industrial Highway, Building G

Street address Suite Number

Lester PA 19029

City State Zip

#### 6. Mailing address: ☒ Same as Authorized Signatory Go to question 7

Contact person (if different from Authorized Signatory) Title

Street Number or PO Box Phone1 Phone 2

City State Zip Email

#### 7. Company Structure Information ☐ Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

a. Company is Incorporated/ Organized/ Registered in Pennsylvania (state)

b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name  
Sunoco, Inc. (R&M) is a wholly owned subsidiary of  
Energy Transfer Partners L.P., a publicly-traded company.  
Names of officers and directors will be provided upon  
request.

RECEIVED

Name

NOV 13 2014

SITE ASSESSMENT  
REVITALIZATION

c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?

☒ Yes ☐ No

d. If yes, identify all affiliations: Energy Transfer Partners L.P. and its subsidiaries

#### 8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

1. Is a current owner of the property
2. Is a Responsible Party for the site
3. Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
4. Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

Authorized Signatory

Co Signatories

## II. Property Information

### 9. Location

a. Physical Address 7408 Rock Street, North Charleston, SC

b. County Charleston

c. ☒ Property is outside any municipal boundaries      ☐ Property is inside the municipal limits of \_\_\_\_\_  
(town/city)

### 10. List any Companies or Site names by which the Property is known

\_\_\_\_\_  
\_\_\_\_\_

### 11. Total Size of Property Covered by this Contract approx. 0.3 Acres

### 12. How many parcels comprise the Property? One

### 13. Current Zoning (general description)

R-4 - Single Family Residential District

### 14. a. Does the property have any above- or below-ground storage tanks? ☐ Yes ☒ No

b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.

15. Parcel Information Complete the information below for each Parcel (attach additional sheets if needed)

a. Tax Map Parcel# 484-14-00-045  
b. Acreage 0.3  
c. Current Owner LRPI, LLP  
d. Owner Mailing Address 2740 Waterpointe Circle  
Mt. Pleasant, SC 29466  
e. Contact Person for Access Josh Lieberman  
f. Access Person's Phone # 515-419-7912  
g. Is Parcel Currently Vacant? ☒ Yes ☐ No  
h. Buildings on the parcel? ☒ None  
(check all that apply) ☐ Demolished/Ruins  
☐ Intact, To be demolished  
☐ Intact, To be re-used  
i. Business/facility operations ☒ Never Operated on the parcel  
☐ Not operating since \_\_\_\_\_  
(approx date)  
☐ In operation: nature of the  
business \_\_\_\_\_

a. Tax Map Parcel# \_\_\_\_\_  
b. Acreage \_\_\_\_\_  
c. Current Owner \_\_\_\_\_  
d. Owner Mailing Address \_\_\_\_\_  
e. Contact Person for Access \_\_\_\_\_  
f. Access Person's Phone # \_\_\_\_\_  
g. Is Parcel Currently Vacant? ☐ Yes ☐ No  
h. Buildings on the parcel? ☐ None  
(check all that apply) ☐ Demolished/Ruins  
☐ Intact, To be demolished  
☐ Intact, To be re-used  
i. Business/facility operations ☐ Never Operated on the parcel  
☐ Not operating since \_\_\_\_\_  
(approx date)  
☐ In operation: nature of the  
business \_\_\_\_\_

a. Tax Map Parcel# \_\_\_\_\_  
b. Acreage \_\_\_\_\_  
c. Current Owner \_\_\_\_\_  
d. Owner Mailing Address \_\_\_\_\_  
e. Contact Person for Access \_\_\_\_\_  
f. Access Person's Phone # \_\_\_\_\_  
g. Is Parcel Currently Vacant? ☐ Yes ☐ No  
h. Buildings on the parcel? ☐ None  
(check all that apply) ☐ Demolished/Ruins  
☐ Intact, To be demolished  
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i. Business/facility operations ☐ Never Operated on the parcel  
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(approx date)  
☐ In operation: nature of the  
business \_\_\_\_\_

a. Tax Map Parcel# \_\_\_\_\_  
b. Acreage \_\_\_\_\_  
c. Current Owner \_\_\_\_\_  
d. Owner Mailing Address \_\_\_\_\_  
e. Contact Person for Access \_\_\_\_\_  
f. Access Person's Phone # \_\_\_\_\_  
g. Is Parcel Currently Vacant? ☐ Yes ☐ No  
h. Buildings on the parcel? ☐ None  
(check all that apply) ☐ Demolished/Ruins  
☐ Intact, To be demolished  
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i. Business/facility operations ☐ Never Operated on the parcel  
☐ Not operating since \_\_\_\_\_  
(approx date)  
☐ In operation: nature of the  
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a. Tax Map Parcel# \_\_\_\_\_  
b. Acreage \_\_\_\_\_  
c. Current Owner \_\_\_\_\_  
d. Owner Mailing Address \_\_\_\_\_  
e. Contact Person for Access \_\_\_\_\_  
f. Access Person's Phone # \_\_\_\_\_  
g. Is Parcel Currently Vacant? ☐ Yes ☐ No  
h. Buildings on the parcel? ☐ None  
(check all that apply) ☐ Demolished/Ruins  
☐ Intact, To be demolished  
☐ Intact, To be re-used  
i. Business/facility operations ☐ Never Operated on the parcel  
☐ Not operating since \_\_\_\_\_  
(approx date)  
☐ In operation: nature of the  
business \_\_\_\_\_

a. Tax Map Parcel# \_\_\_\_\_  
b. Acreage \_\_\_\_\_  
c. Current Owner \_\_\_\_\_  
d. Owner Mailing Address \_\_\_\_\_  
e. Contact Person for Access \_\_\_\_\_  
f. Access Person's Phone # \_\_\_\_\_  
g. Is Parcel Currently Vacant? ☐ Yes ☐ No  
h. Buildings on the parcel? ☐ None  
(check all that apply) ☐ Demolished/Ruins  
☐ Intact, To be demolished  
☐ Intact, To be re-used  
i. Business/facility operations ☐ Never Operated on the parcel  
☐ Not operating since \_\_\_\_\_  
(approx date)  
☐ In operation: nature of the  
business \_\_\_\_\_

### III. Property Redevelopment

16. Describe the intended re-use of the property:  
(attach additional sheets if necessary)

This parcel and adjoining parcels will be developed as a convenience store with fuel offering and overhead canopy.

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? ☐ Yes ☒ No  
b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.

18. Will redevelopment lead to the creation of permanent jobs on the property? ☒ Yes Anticipated Number 15-20 Full & Part Time  
☐ No

19. Projected Increase to the Tax Base as a result of this redevelopment: \$ 25,000 - 40,000

20. a. Will there be Intangible benefits from this redevelopment such as:  
☒ LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development  
☒ Creation / Preservation of Green Space on the Property  
☐ Deconstruction/ Recycling of demolition or building debris  
☐ Other \_\_\_\_\_

- b. Please Describe:

21. Anticipated date of closing or acquiring title to the property 11 / 30 / 2014

22. Redevelopment Certification

By signature below, the applicant(s) affirm that their proposed use and activities will not knowingly aggravate or contribute to existing contamination or pose significant human health or environmental risks on the property.

Signature(s)

### IV. Project Management And Financial Viability (Co-Entities, refer to instruction sheet)

23. Environmental Consulting Firm  
☐ None as of this application date

EnviroTrac Ltd.

Company

5309 56th Commerce Park Blvd.

Tampa

FL

33610

Address

City

State

Zip

Carrie Lawson

813-626-8443

carriel@envirotrac.com

Project Contact1

S.C PE/PG Reg. #

Phone1

Phone 2

email

Dale Konas

#27513

813-626-8443

dalek@envirotrac.com

Project Contact 2

S.C PE/PG Reg. #

Phone1

Phone 2

email

24. Legal Counsel (Optional)  
Nexsen Pruet, LLC  
Firm  
Tommy Lavender 803-253-8233 803-771-8900  
Attorney Phone1 Phone 2  
1230 Main Street, Suite 700 columbia SC 29201 tlavender@nexsenpruet.com  
Street Number or PO Box City State Zip email

25. Applicant's Billing Address ☒ Same as Contact person in #6 above Go to question #26

Financial Contact Title  
Company Phone  
Address  
City State Zip

26. Financial Viability

By signature(s) below, the applicant agrees to:

1. Pay the Department's costs upon receipt of invoices for implementing the Voluntary Cleanup Program for this Property, and
2. Provide financial statements, if requested, to document financial viability to conduct the response actions on the Property.

☐ Waiver Requested (Check Box If applicable)

The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract.

Signatures

V. Application Completion (The following are required along with this form. Check applicable boxes)

27. The Legal Description of the Property is attached as a: ☒ Plat Map ☐ Metes and Bounds Text ☐ Both

28. The Phase I Environmental Site Assessment Report is attached as a:

☒ New report completed in the past six months by EnviroTrac Ltd.

(Name of Environmental Firm)

☐ Older report updated in the past six months by

(Name of Environmental Firm)

29. Environmental sampling data and other reports: (check one)

☐ The Applicant is not aware of any environmental testing on the property

☐ The Applicant believes the Department already has all environmental data in its files on:

(Site Name)

☒ The Following reports are attached:

Report Date Report Name Environmental Firm  
July 10, 2014 Environmental Baseline Assessment Report EnviroTrac Ltd.

30. Mailing addresses of Former Owners, Operators and other Potentially Responsible Parties: (check one)

☒ Enclosed with this Application as an Attachment

☒ Will be submitted along with (or before) the signed contract

31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.

Signature(s)

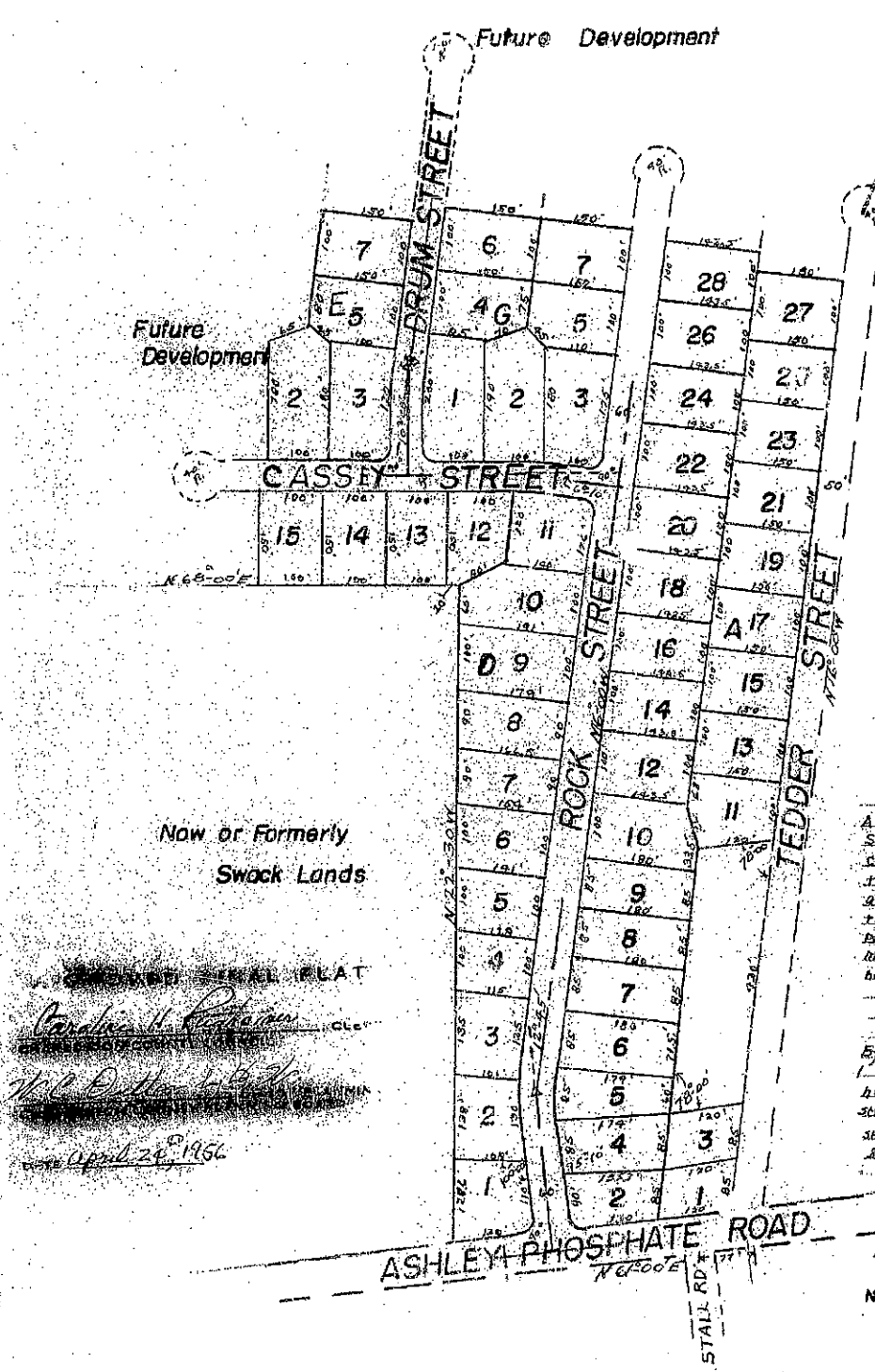
This Section for Department Use Only

Assigned File Name		
Eligible for NRP Contract	Y N	
Assigned File Number		
Assigned Contract Number		

### **PROPERTY DESCRIPTION**

All that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being in Ashley Heights Subdivision, Charleston County, South Carolina, and shown and designated as Lot Five (5), in Block A, on a plat of Ashley Heights Subdivision by J. O'Hear Sanders, Jr., Surveyor, dated March, 1956, and record in the RMC Office for Charleston County in Plat Book K at Page 91, and attached hereto. Said lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

Charleston County TMS # 484-14-00-045



Charleston, South Carolina  
 Office of Registrar of Deeds  
 This is to certify that on this 26th day of April, 1956, at  
 10:30 A.M., I, the Registrar of Deeds, have received from  
 J. O'Hear Sanders, Jr., a duly sworn and attested  
 Surveyor, a plat of land for Ashley Heights, South Carolina,  
 containing 28 lots, and 3 roads, and 20.5 acres, and  
 have caused the same to be recorded in the Office of the  
 Registrar of Deeds, Charleston, South Carolina, in Book  
 1, Page 47, and have caused the same to be indexed in the  
 Office of the Registrar of Deeds, Charleston, South Carolina,  
 in the name of J. O'Hear Sanders, Jr., Surveyor.  
 J. O'Hear Sanders, Jr.  
 Registrar of Deeds  
 per Mr. R. H.

L. J. O'Hear Sanders, Jr.  
 A registered Surveyor of  
 South Carolina hereby  
 certify that I have surveyed  
 the property shown hereon  
 and that this Plat shows the  
 true dimensions of said  
 property and that all necessary  
 monuments and markers  
 have been installed as shown.  
 J. O'Hear Sanders, Jr.  
 Surveyor

By recording of this plat  
 Powell & Stall  
 hereby dedicate all public  
 streets and rights of ways as  
 shown to the use of the Public  
 March 1956  
 J. E. Powell  
 Powell & Stall Inc.  
 Subdividers  
 owners.

Caroline H. Patterson  
 McO. H. L. B. B.  
 DATE April 26, 1956

Note: Acres  
 Lots 17.5  
 Roads 3  
 20.5  
 All lot lines are 90° except as  
 shown  
 All Radii are 20'  
 Building setback line 30'  
 All turnarounds are temporary

ASHLEY HEIGHTS  
 COUNTY OF CHARLESTON SCALE 1" = 200'  
 STATE OF SOUTH CAROLINA MARCH, 1956

J. O'Hear Sanders, Jr.  
 Surveyor

**PRIOR OWNERS**  
**Sunoco, Inc. (R&M) VCC Application**  
**7408 Rock Street, North Charleston**

Owner	Date Acquired
LRPI, LLC 2740 Waterpointe Circle Mount Pleasant, SC 29466	December 2007
Timothy R. Dorst and Karina J. Dorst 2740 Waterpointe Circle Mount Pleasant, SC 29466	August 2007
Albert Mueller and Maria America Mueller 141 Salem Creek Drive Goose Creek, SC 29445	June 2005
Edwardo Lucas 2619 Henry Street North Charleston, SC 29405	May 1997
Secretary of Veterans Affairs VA Regional Office 1801 Assembly Street Columbia, SC 29201	November 1996
Kathleen F. Cragg 245 Hastings Drive Goose Creek, SC 29445  and  Robert E. Cragg 2401 Riverridge Court Moncks Corner, SC 29461	March 1986
Ray Raymond Lee (unknown)	June 1970
Wayne Lawrence Chrispen (unknown)	October 1965
J.E. Power and Thomas L. Ilderton 19 Huguenot Ave. Charleston, SC 29407	May 1965